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promisee is sufficient." *School Dist. of Kansas City* v. *Sheidley et al.,* 138 Mo. 672-684, 40 S. W. Rep. 656. The dissenting judge contends that the agreement is incapable of enforcement because of the indefiniteness of the words *acceptable tenant.* In support of this he cites the case of *Blaine* v. *Knapp,* 140 Mo. 241. This, however, is not a parallel case. Here the plaintiff was to receive a salary of $5,000.00 per year, and if the work was satisfactory and the amount of business increased so that the defendant would change its mind then the plaintiff would receive $1,000.00 more. It was not alleged that the defendant was of the opinion that the plaintiff was entitled to additional compensation. In the principal case the plaintiff alleged that he had procured an *acceptable tenant.* The defendant interposed a general demurrer. By so doing he admitted that the tenant was an acceptable one and he was, therefore, barred in subsequently setting up that the tenant was not acceptable. If, in the case last cited, the plaintiff had alleged that the management were of the opinion that the plaintiff was entitled to the additional compensation and a general demurrer had been interposed, the plaintiff would have succeeded. Such, however, was not the case. The subject of the agreements in the cases of *Wells* v. *Alexandre et al.,* 130 N. Y. 642, and *National Furnace Co.* v. *Keystone Mfg. Co.,* 110 Ill. 427, were more indefinite than in the principal case, and still they were sustained.

CONTRACTS—RESTRAINT OF TRADE.—The plaintiff and defendant were competing hotel proprietors in the city of F. They entered into a contract whereby the plaintiff was to close his hotel for a term of three years, reserving to himself, however, the right to rent parts of the hotel for office rooms and to roomers. In consideration of this the defendant was to pay a stipulated sum monthly to the plaintiff, and in case the demand for accommodations in the defendant's hotel exceeded the supply, then the defendant could make use of the rooms in the plaintiff's hotel on paying to the plaintiff fifty per cent of the revenue derived. The defendant refused to perform his part of the contract and the plaintiff brought suit. *Held,* that the contract being in restraint of trade, he cannot recover. *Clemons* v. *Meadows* (1906), — Ky. —, 94 S. W. Rep. 13.

At the common law any contract in restraint of trade was void. This view has since been materially modified. At present the courts are not in entire accord as to what really constitutes such a restraint. From the great mass of conflicting opinions, several general principles may be deduced. All contracts resulting in the creation of combinations and monopolies which are against the public good are void. *Central R. R. Co.* v. *Collins,* 40 Ga. 582. The most common contracts in restraint of trade are those in which one sells out his business, including the good will, and covenants not to engage in the same business in that locality for a limited time. Such contracts are valid. *Beard* v. *Dennis,* 6 Ind. 200, 63 Am. Dec. 380; *Pyke* v. *Thomas,* 4 Bibb. (Ky.) 486, 7 Am. Dec. 741; *Grundy* v. *Edwards,* 7 J. J. Marsh (Ky.) 368, 23 Am. Dec. 409. Contracts in restraint of trade which are unlimited both as to time and place are void. *Alger* v. *Thacher,* 19 Pick. (Mass.) 51. Those that are unlimited as to space and limited as to time are also generally held void.

*Callahan* v. *Donnolly,* 45 Cal. 152, 13 Am. Rep. 172; *Wiley* v. *Baumgardner et al.,* 97 Ind. 66; *Warehouse Co.* v. *Hobson et al.,* 29 S. W. Rep. 308, 16 Ky. Law Rep. 869. But contracts unlimited as to time and limited as to space are generally sustained if not made for the purpose of stifling competition. *McCurry* v. *Gibson,* 108 Ala. 451, 18 South. 806; *Smalley* v. *Greene,* 52 Ia. 241. It has been held, however, contrary to the general rule, that a contract in restraint of trade, unlimited as to space, will not necessarily vitiate the contract. *Rousillon* v. *Rousillon,* 14 Ch. Div. 351. This decision is clearly against the weight of authority, and it yet remains to be seen whether it will be followed. If a person enters the employment of a tradesman and makes a contract not to engage in the same business in competition with the employer, such a contract is good. *Davies* v. *Racer,* 72 Hun (N. Y.) 43. In the principal case, no business was purchased nor good will transferred. It was merely an agreement to stifle competition and increase the earnings of the beneficial party to the contract. Hotels being quasi public institutions, the contract was clearly one in restraint of trade and against public policy. *Clark et al.* v. *Needham et al.,* 125 Mich. 84, 84 Am. St. Rep. 559.

CORPORATIONS—MISUSE OF FUNDS—RIGHT OF STOCKHOLDER TO SUE.—Defendants' testators, directors and the managing officers of a business corporation, speculated with the corporate funds. The plaintiff, a stockholder, sues in her own name but in behalf of the corporation for an accounting and for a recovery of the funds so misapplied, alleging in her petition the uselessness of a request to the directors to institute this suit, as they controlled a majority of the stock and constituted a majority of the directors. *Held,* inter alia, that the plaintiff could maintain the action in her own name. *Hingston* v. *Montgomery et al.* (1906), — Kansas City Ct. App. —, 97 S. W. Rep. 202.

A stockholder, ordinarily, to establish his right to sue in his own name for an injury to the corporation, must show a demand upon and a refusal of the directors to sue. But the exception to the rule is probably as well established as the rule: a demand upon the directors is not necessary when it is obvious that it would be useless, as would be the case when the wrongdoers constitute a majority of the directors, as here. The authorities are emphatic on this point. 4 THOMPSON, CORP., § 4504; COOK, STOCKS AND STOCKHOLDERS AND CORP. LAW (3rd Ed.), Vol. 2, § 741. And recent decisions heap up the weight of authority. *Montgomery Traction Co.* v. *Harmon* (1904), 140 Ala. 505, 37 So. 371; *Columbia Nat. Sand Dredging Co.* v. *Washed Bar Sand Dredging Co. et al* (1905), 136 Fed. 710; *Virginia Passenger and Power Co. et al.* v. *Fisher et al.* (1905), 51 S. E. 198; *Polhemus* v. *Polhemus et al.* (1906), 100 N. Y. Supp. 263, 264.

CORPORATIONS—PREFERRED STOCK—PRIORITIES—CUMULATIVE DIVIDENDS.—By the provisions of an incorporating act of 1850, holders of preferred stock (not "guaranteed") were entitled to a preference of 10 per cent per annum. The statute did not declare what dividend the common stockholders should be entitled to, stipulating only that "the holders of all the other stock of the